



County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

Board of Supervisors  
GLORIA MOLINA  
First District

MARK RIDLEY-THOMAS  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

November 9, 2010

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

**#9 November 9, 2010**

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**SET: December 7, 2010 @ 9:30 a.m.**

Dear Supervisors:

**APPROVE AND ORDER PUBLICATION OF NOTICE OF INTENTION  
TO PURCHASE REAL PROPERTY  
26901 GOLDEN VALLEY ROAD, SANTA CLARITA  
ENVIRONMENTAL RECOMMENDATIONS  
CERTIFY ADDENDUM TO ENVIRONMENTAL IMPACT REPORT  
(FIFTH DISTRICT) (4 VOTES AT HEARING)**

**SUBJECT**

Certification of the Addendum to the final Environmental Impact Report to facilitate the property transfer and approval of the property transfer to the County of Los Angeles of an approximately 2.3 acre parcel of unimproved real property located in the City of Santa Clarita from Newhall Land and Farming Company to construct future Fire Station 104.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:**

1. Acting as a responsible agency, certify that the Addendum prepared by the Consolidated Fire Protection District of Los Angeles County to the Environmental Impact Report previously certified by the City of Santa Clarita has been completed in compliance with the California Environmental Quality Act and reflects the independent judgment and analysis of your Board; find that the Board has reviewed and considered the information contained in the Addendum and the Final Environmental Impact Report prior to approving the project; certify that your Board has independently considered and reached its own conclusions regarding

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the environmental effects of the Fire Station 104 project as shown in the Addendum and the final Environmental Impact Report along with the applicable findings in the final Environmental Impact Report; adopt the County's Mitigation Monitoring and Reporting Program finding that the Mitigation Monitoring and Reporting Program is adequately designed to ensure compliance with the mitigation measures during project implementation; find that there are no further feasible alternatives or feasible mitigation measures within your Board's power that would substantially lessen or avoid any significant effect the project would have on the environment; determine that the significant adverse effects of the project have either been reduced to an acceptable level or are outweighed by the specific considerations of the project as outlined in the Environmental Findings of Fact and Statement of Overriding Considerations, adopted by the City of Santa Clarita which applicable portions of Findings and Statement are adopted and incorporated herein by reference.

2. Approve the Notice of Intention to purchase an approximately 2.3 acre parcel of unimproved real property located at 26901 Golden Valley Road in the City of Santa Clarita from Newhall Land and Farming Company for a purchase price of \$2,190,000, plus title and escrow fees of approximately \$5,000.
3. Instruct the Executive Officer of the Board of Supervisors to publish the Notice of Intention in accordance with Section 25350 of the Government Code.
4. Set the date of December 7, 2010, for a Public Hearing to receive comment and consummate the proposed acquisition.

**IT IS FURTHER RECOMMENDED THAT, AT THE TIME OF CONSUMMATION, YOUR BOARD:**

5. Order the purchase consummated in accordance with Section 25350 of the Government Code.
6. Approve and instruct the Chair to sign the Agreement for Purchase and Sale of Real Property with the Seller, Newhall land and Farming Company, to acquire the subject property.
7. Establish Capital Project No. 70963 for the Fire Station 104 land acquisition.

8. Authorize the Chief Executive Office to open and manage escrow and execute any required documentation necessary to complete the transfer of title and to accept the deed and easement conveying title to the Consolidated Fire Protection District of Los Angeles County.
9. Authorize the Auditor-Controller to issue warrants as directed by the Chief Executive Office for the purchase price and any other related escrow or transactional costs, which are estimated not to exceed \$5,000 in the aggregate.
10. Request the Assessor to remove the subject property from the tax roll effective upon transfer of title.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will certify the County's Addendum to the City of Santa Clarita's certified Environmental Impact Report (EIR) and adopt the County's Mitigation Monitoring and Report Program and applicable portions of the City's Environmental Findings of Fact and Statement of Overriding Considerations, and approve the property transfer of an approximately 2.3 acre parcel of unimproved real property located at 26901 Golden Valley Road, Santa Clarita (Property) from Newhall Land and Farming Company (Newhall). The Property was previously a portion of a larger adjacent parcel of real property which Newhall has been developing as a master planned community formally known as Riverpark and currently designated as River Village.

A fair market purchase price of \$2,190,000 has been negotiated by the parties and is based on an appraisal commissioned by the Consolidated Fire Protection District of Los Angeles County (Fire District). The full terms and conditions of the proposed acquisition are contained in the Agreement for Purchase and Sale of Real Property (Attachment A).

The anticipated design of Fire Station 104 will consist of approximately 11,415 total square feet of improvements comprised of a two-bay apparatus room, main office, training room, day room, kitchen, exercise room, fueling station, detached storage room and dormitory quarters to house nine personnel. Approval of this proposed property acquisition and project will establish a permanent location to house temporary Fire Station 104 and provide improved fire protection, emergency medical and life safety services to the expanding community of Santa Clarita.

The Addendum prepared by the County addresses the specific details of the new Fire Station 104 and its potential environmental impacts. All of the impacts associated with Fire Station 104 are within the scope of impacts addressed in the certified EIR previously certified by the City and the addendum identifies no new significant impacts or substantial increases in previously identified significant impacts. No new mitigation measures beyond the applicable mitigation measures in the certified EIR would be necessary for Fire Station 104.

In accordance with the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, an Addendum to the certified EIR was prepared and must be certified by your Board prior to the County's acquisition of the property for Fire Station 104.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) by improving the efficiency, quality, and responsiveness of County services to all residents. It also directs that we ensure Children, Family and Adult Well-Being (Goal 2) by enhancing the ability of families to live in safe, stable, and supportive communities. We are also directed to improve Community and Municipal Services (Goal 3) by offering a wide range of services responsive to each community's specific needs. This project will help achieve these goals, as it is an investment in public infrastructure that will benefit the Santa Clarita community by improving the Fire District's ability to respond to local fire, medical and life safety related emergencies.

### **FISCAL IMPACT/FINANCING**

The total cost for the acquisition of land for Fire Station 104, including the purchase price for the subject property is \$2,190,000, and one-half of the related escrow and other transactional costs are estimated to be approximately \$5,000 in the aggregate. There is sufficient funding available in the 2010-2011 Capital Projects budget No. 70963 and is fully funded by Developer Fee Revenue in the Fire District's Accumulated Capital Outlay Fund. There is no impact to net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

As the community of Santa Clarita continues to grow and expand, the need to improve upon the fire services provided have grown exponentially. Accordingly, the Fire District conducted a search for possible sites to establish and construct a permanent location for Fire Station 104. The Fire District has identified an approximately 2.3 acre portion of

unimproved property situated at the corner of Newhall Ranch Road and Golden Valley Road in the City of Santa Clarita.

The Fire District currently leases from the City of Santa Clarita an approximately two acre parcel located at 26201 Golden Valley Road to house and operate temporary Fire Station 104. The City of Santa Clarita has expressed a desire to regain possession of this property for city use or other disposition.

In an effort to ensure the Property's preparation for the Fire District's contemplated use, Newhall has agreed to complete certain on-site and off-site improvements to the infrastructure. Those improvements will include ingress and egress access routes, construction of adjacent streets/roadways/thoroughfares, installation of sidewalks and furnishing utility lines for site connection. The City of Santa Clarita has also recently completed construction of a bridge over the Santa Clara River (Golden Valley Road Bridge) which is currently open for public use and is expected to provide improved access and response times to calls within Fire Station 104's jurisdictional area.

A preliminary title report has been issued and reveals no claims or encumbrances which would significantly affect or impair the Property's title. Additionally, as required by Government Code Section 65402, the proposed acquisition was submitted to the City of Santa Clarita for review and they have determined that the proposed project is in accordance with the adopted land uses and design parameters permitted by the city. County Counsel has reviewed the Notice of Intention (Attachment B) and Purchase and Sale Agreement in connection with this transaction and has approved them as to form.

### **ENVIRONMENTAL DOCUMENTATION**

The new Fire Station 104 site is a 2.3 acre parcel contained within the 695-acre River Village development that includes 439 single-family units and 744 multi-family units and 40,000 square feet of commercial uses. As lead agency, the City of Santa Clarita, prepared an Environmental Impact Report (EIR) for the River Village Project, which was made available to the public for review and comments from March 3, 2004 to May 27, 2004. The City of Santa Clarita held public hearings on the proposed project and determined that the entire development of the River Village project would have a significant effect on the environment and a Mitigation Monitoring and Reporting Program and a Statement of Overriding Considerations were adopted by the City of Santa Clarita on May 24, 2005 (Attachment C). A notice of determination was posted by the Registrar-Recorder/County Clerk in accordance with Section 21152 (a) of the Public Resources Code.

The Fire District determined that some changes or additions to the EIR are necessary to fully describe the proposed new fire station. However, none of the conditions described in Section 15162 of the State CEQA Guidelines calling for the preparation of a subsequent EIR have occurred. Acting as a responsible agency, the Fire District prepared an Addendum (Attachment D) to the previously certified EIR to further evaluate the impacts resulting from the construction and operation of Fire Station 104. The Addendum to the EIR demonstrates that environmental impacts resulting from the construction and operation of Fire Station 104 would not result in any new significant impacts beyond those previously analyzed in the EIR nor would it result in a substantial increase in the severity of significant impacts previously identified in the EIR. The City's EIR did conclude, however, that the unavoidable significant impacts, including air quality, traffic/access, biological resources, solid waste disposal, visual resources, agricultural resources, and noise, were present within the overall River Village development project. Changes or alterations have been incorporated into that project that will lessen, but will not avoid or reduce, these significant environmental effects below a level of significance. No new mitigation measures beyond the applicable mitigation measures previously adopted by the City at the time the EIR was certified would be necessary for the construction and operation of Fire Station 104.

In order to allow the project to proceed and to enhance fire protection services in the Fire District's jurisdictional area, it is recommended that your Board certify the Addendum to the River Village EIR and find that the benefit to the public's safety outweighs the adverse impacts to air quality, traffic/access, biological resources solid waste disposal, visual resources, agricultural resources, and noise.

Upon your Board's approval of the project, the Department of Public Works will file a Notice of Determination in accordance with the requirements of Section 21152 (a) of the California Public Resources Code.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

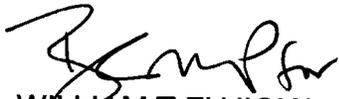
There will be no negative impact on current County Services or projects during the performance of the recommended actions.

The Honorable Board of Supervisors  
November 9, 2010  
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**CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors, return three original copies of the Agreement for Purchase and Sale of Real Property, two certified copies of the Minute Order and the adopted, stamped Board letter to the CEO, Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing. Additionally, please forward one adopted, stamped copy of the Board letter to the Fire Chief and to the Arts Commission.

Respectfully submitted,

  
WILLIAM T FUJIOKA  
Chief Executive Officer

  
P. MICHAEL FREEMAN  
Fire Chief

WTF:SK:WLD  
RL:CM:kb

**Attachments**

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Arts Commission  
Assessor  
Fire District

ATTACHMENT A

**AGREEMENT FOR PURCHASE AND  
SALE OF REAL PROPERTY**

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

**THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY** ("Agreement"), is dated for reference purposes as of the 23<sup>rd</sup> day of September, 2010, by and between Seller, THE NEWHALL LAND AND FARMING COMPANY (A California Limited Partnership), a California limited partnership (hereinafter "NEWHALL") and Buyer, the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (hereinafter "FIRE DISTRICT").

RECITALS

- A. NEWHALL is the owner of that certain real property consisting of approximately one hundred acres located at Newhall Ranch Road and Golden Valley Road, City of Santa Clarita, Los Angeles County, State of California, designated as Assessor Parcel Number 2849-002-019 ("Newhall's Property").
- B. FIRE DISTRICT intends to purchase an approximately 2.3 acre portion of Newhall's Property, together with all easements and interests appurtenant thereto, and all intangible property owned or held in connection therewith, including without limitation, development rights, governmental approvals and land entitlements, subject to NEWHALL's reservation all mineral and natural resource rights, without the right to drill, mine, store, explore or operate through the surface of the real property or portions of the subsurface of such real property, in accordance with and as legally described in, Exhibit "A" attached hereto and incorporated herein by this reference (the "Property") for the purpose of constructing a Fire Station (proposed Fire Station 104). A depiction of the Property is attached as Exhibit "A-1" to this Agreement and incorporated herein by this reference.
- C. FIRE DISTRICT desires to purchase the Property from NEWHALL, and NEWHALL is willing to sell the Property to FIRE DISTRICT on the terms and conditions set forth in this Agreement.

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AGREEMENT

The terms and conditions of this Agreement are as follows:

1. Purchase and Sale. NEWHALL agrees to sell to FIRE DISTRICT, and FIRE DISTRICT agrees to purchase from NEWHALL, the Property upon the terms and conditions herein set forth.
2. Purchase Price. The "Purchase Price" for the Property shall be Two Million One Hundred Ninety Thousand Dollars (\$2,190,000). NEWHALL agrees that this amount encompasses payment and compensation for any and all claims connected with the acquisition of the Property by the FIRE DISTRICT. Accordingly, NEWHALL hereby waives and releases FIRE DISTRICT from any and all claims for further

compensation, expenses and/or damages, arising from or connected with the FIRE DISTRICT's acquisition of the Property, including without limitation, claims for compensation for real estate, improvements pertaining to the realty, fixtures and equipment, loss of business goodwill, benefits under the relocation assistance program, loss and/or damage to personal property and inventory, moving and/or relocation costs, damages to any business interest, and any other costs and/or expenses related directly or indirectly to the acquisition of the Property by the FIRE DISTRICT.

3. Payment of Purchase Price. FIRE DISTRICT shall pay the Purchase Price for the Property by delivering such Purchase Price into Escrow (as defined in Section 7) in immediately available funds prior to the "Closing" (as defined in Section 8), and as provided for in this Agreement.
4. Form of Grant Deed. Fee simple absolute title to the Property shall be conveyed by NEWHALL to FIRE DISTRICT as described in and by grant deed in the form attached hereto as Exhibit "B" ("Grant Deed") and incorporated herein by this reference, duly executed and acknowledged by NEWHALL, subject only to matters of record approved in writing by the FIRE DISTRICT pursuant to paragraph 5.02, below.
5. Contingencies. Completion of the transaction contemplated by this Agreement is contingent upon the following ("Contingencies"):
  - 5.01 Approval of Purchase and Sale. With the Los Angeles County Board of Supervisors acting as the governing body of the FIRE DISTRICT:

Approval of this Agreement by the Board of Supervisors;

The Board of Supervisors adopting a Notice of Intention to Purchase the Property; and

The Board of Supervisors approving the purchase of the Property.
  - 5.02 Condition of Title to Transfer Property. NEWHALL shall cause the conveyance of title to the Property to FIRE DISTRICT as evidenced by a A.L.T.A. Standard Policy of Title Insurance ("Title Policy") issued by First American Title Company (the "Title Company") insuring good and marketable title to the Property in FIRE DISTRICT in an amount equal to the value of the Purchase Price and subject only to matters approved in writing by FIRE DISTRICT ("Approved Exceptions"). FIRE DISTRICT may, at its own cost, obtain extended title insurance coverage. The Title Policy shall show as exceptions only the Approved Exceptions. The exceptions to title shown on Schedule B of the issued Title Report and Title Company's standard printed exceptions shall be deemed to be the Approved Exceptions.

- 5.03 Expiration of the Review Period. FIRE DISTRICT shall have approved of the condition of the Property by electing not to terminate this Agreement prior to the expiration of the Review Period (as defined in Section 16.01).
6. Non-Satisfaction of Contingencies. Upon non-satisfaction of any one of the above Contingencies, FIRE DISTRICT may either allow NEWHALL a thirty (30) day opportunity to cure or terminate the transaction by notice to NEWHALL of such termination. By mutual written agreement the parties may extend the period within which NEWHALL is required to cure a non-satisfaction. If the Agreement is terminated as set forth herein, neither of the parties thereafter shall have any liability to the other except as expressly provided for in this Agreement.
7. Escrow.
- 7.01 Opening of Escrow. Within ten (10) days after the execution of this Agreement by all parties, the parties shall open an escrow (the "Escrow") with First American Title Company, 10535 Foothill Blvd, Suite 282, Rancho Cucamonga, CA 91730, Attention: Jeanne Gould, (the "Escrow Holder") selected by NEWHALL and FIRE DISTRICT for the purpose of consummating the purchase and sale of the Property. The parties shall execute and deliver to Escrow Holder, within ten (10) business days of receipt, such escrow instructions prepared by Escrow Holder as may be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree, in writing, otherwise.
- 7.02 Escrow Authorization. Escrow Holder is authorized to:
- 7.02.01 Pay, and charge NEWHALL, for any delinquent taxes, and penalties and interest thereon, and for any delinquent assessments or bonds against the Property;
  - 7.02.02 NEWHALL shall be responsible for the premium for the Title Policy and FIRE DISTRICT shall be responsible for any extended coverage or endorsements to the Title Policy requested by FIRE DISTRICT;
  - 7.02.03 Pay, and charge both FIRE DISTRICT and NEWHALL for one-half the amount of all escrow fees, documentary transfer tax, and recording fees;
  - 7.02.04 Prorate all real property taxes, if any, which are a lien and/or unpaid as of the close of Escrow according to the formula

adopted by the Los Angeles County Assessor's Office and deduct NEWHALL's portion from NEWHALL's proceeds. The tax amount withheld will be made payable to the County Auditor-Controller's Office following the Closing. Any taxes which have been prepaid by NEWHALL shall not be prorated, but NEWHALL shall have the sole right, after Closing, to apply to the Los Angeles County Treasurer for refund of the taxes attributable to the period after acquisition pursuant to the Revenue and Taxation Code Section 5096.7; and

- 7.02.05 When conditions of Escrow have been fulfilled by FIRE DISTRICT and NEWHALL: (1) record documents of conveyance and the CC&R's (as defined in Section 33); (2) disburse the Purchase Price to NEWHALL, less prorations and NEWHALL's expenses; (3) deliver to FIRE DISTRICT and NEWHALL copies of the Escrow closing statements; and (4) deliver to FIRE DISTRICT and NEWHALL any items or documents given to Escrow Holder to hold for FIRE DISTRICT and/or NEWHALL.

8. Conditions to Closing.

- 8.01 FIRE DISTRICT's Conditions. FIRE DISTRICT's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) NEWHALL's delivery of the Grant Deed and the CC&R's to Escrow Holder and the recordation thereof in the Official Records of Los Angeles County ("Official Records"); (ii) NEWHALL's representations, warranties and covenants shall be true and correct as of Closing; and (iii) Title Company's irrevocable commitment to issue the Title Policy. Upon non-satisfaction of any one of the above conditions, FIRE DISTRICT may either allow NEWHALL an opportunity to cure or terminate the transaction by written notice to NEWHALL of such termination pursuant to Section 32 below. If this transaction is terminated as set forth herein, neither of the parties thereafter shall have any liability to the other except as expressly provided for in this Agreement. If FIRE DISTRICT does not object to NEWHALL's non-satisfaction of said conditions, they shall be deemed satisfied as of the Closing.
- 8.02 NEWHALL's Conditions. NEWHALL's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) FIRE DISTRICT's deposit of the Purchase Price into Escrow no later than ten (10) business days after the opening of Escrow; and (ii) that the Closing shall occur as set forth in Section 9. After non-satisfaction by FIRE DISTRICT of one of the above conditions NEWHALL may

either waive the time limitation set forth therein or terminate the transaction by written notice to FIRE DISTRICT of such termination. If this transaction is terminated as set forth herein, neither of the parties thereafter shall have any liability to the other except as expressly provided for in this Agreement. If NEWHALL does not object to FIRE DISTRICT's non-satisfaction of said conditions, they shall be deemed satisfied as of the Closing.

9. Closing.

For the purposes of this Agreement, the "Closing" or "Closing Date" shall be defined as the date on which the recordation of the Grant Deed in the Official Records occurs. The parties agree to affect the Closing within thirty (30) days after the purchase of the Property has been approved by the Los Angeles County Board of Supervisors; provided, however, in no event shall the Closing occur later than December 31, 2010. The parties may agree in writing to extensions of the Closing if such extensions appear to either party to be necessary. If the Closing does not occur as indicated above, NEWHALL shall have the right to terminate this Agreement and upon such termination, neither of the parties thereafter shall have any liability to the other except as expressly provided for in this Agreement and all monies paid to the Escrow Holder shall be returned to the party that initially paid such funds.

Possession. FIRE DISTRICT shall be entitled to the exclusive right of occupancy to the Property as of the Closing Date. On or before the Closing Date, NEWHALL shall provide any keys or other means to operate all locks and alarms on the Property.

10. Loss by Fire or Other Casualty. In the event that, prior to Closing, the Property or any part thereof, is destroyed or damaged, and the cost of repair or cure is \$10,000 or less, as reasonably determined by NEWHALL, NEWHALL shall repair or cure the loss to the reasonable satisfaction of FIRE DISTRICT prior to Closing. If the cost of repair or cure is more than \$10,000, FIRE DISTRICT shall have the right, exercisable by giving notice of such decision to NEWHALL within fifteen (15) days after receiving written notice of such damage or destruction, to terminate this Agreement. If FIRE DISTRICT elects to move forward with the sales transaction, said sales transaction shall close and any proceeds of insurance paid or payable to NEWHALL by reason of such damage or destruction shall be paid or assigned to FIRE DISTRICT.

11. Maintenance of the Property. Between the NEWHALL execution of this Agreement and the Closing, NEWHALL shall maintain the Property as presently maintained.

12. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or by Express Mail or Federal Express to the following address:

To FIRE DISTRICT:

County of Los Angeles  
Chief Executive Office, Real Estate Division  
222 South Hill Street, 3rd Floor  
Los Angeles, California 90012  
Attention: Chris Montana, Manager  
Property Management

With Copies to:

Office of County Counsel  
Room 653 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012  
Attention: Amy M. Caves  
Scott Kuhn

To NEWHALL:

The Newhall Land and Farming Company  
25124 Springfield Court, Suite 300  
Valencia, California 91355-1088  
Attention: Miles Helfrich

With Copies to:

Greystone Law Group LLP  
1600 Rosecrans Avenue, Suite 400  
Manhattan Beach, CA 90266  
Attention: Adam H. Mindle

Notice shall be deemed given on the day delivered by a carrier as specified above. Notice of change of address shall be given by written notice in the manner detailed in this Section.

13. Brokers. NEWHALL represents and warrants to FIRE DISTRICT and FIRE DISTRICT represents and warrants to NEWHALL that no broker or finder has been engaged by it in connection with the transaction contemplated by this Agreement. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Agreement, FIRE DISTRICT shall indemnify, hold harmless and defend NEWHALL, from and against such claims if they are based upon or are alleged to be based upon any statement, representation or agreement by FIRE DISTRICT, and NEWHALL shall indemnify, hold harmless and defend FIRE DISTRICT from and against such claims if they are based upon or are alleged to be based upon any statement, representation or agreement by NEWHALL.
14. NEWHALL's Representations and Warranties. In consideration of FIRE DISTRICT entering into this Agreement and as an inducement to FIRE DISTRICT to purchase the Property, NEWHALL makes the following representations and warranties, each of which is material and is being relied upon by FIRE DISTRICT and the truth and accuracy of which shall constitute a condition precedent to FIRE DISTRICT's

obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.

- 14.01 Power. NEWHALL has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.
  - 14.02 Requisite Action. All requisite action has been taken by NEWHALL in connection with entering into this Agreement and the instruments referenced herein, and, by the Closing, all such necessary action will have been taken to authorize the consummation of this transaction. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for NEWHALL to consummate this transaction.
  - 14.03 Individual Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of NEWHALL have the legal power, right and actual authority to bind NEWHALL to the terms and conditions hereof and thereof.
  - 14.04 Validity. This Agreement and all documents required hereby to be executed by NEWHALL are and shall be valid, legally binding obligations of and enforceable against NEWHALL in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the right of contracting parties generally.
  - 14.05 Violations. NEWHALL has no present actual knowledge of any outstanding and uncured, written notice or citation from applicable governmental authorities of violation of any applicable codes, environmental zoning and land use laws, subdivision laws, and other applicable federal, state and local laws, regulations and ordinances, including, but not limited to, those relating to environmental conditions, hazardous materials or wastes, toxic materials or wastes or other similar materials or wastes regarding the Property.
  - 14.06 Litigation. NEWHALL has no present actual knowledge of any litigation pending or threatened against NEWHALL on any basis therefor that arises out of the ownership of the Property or that might detrimentally affect the Property or adversely affect the ability of NEWHALL to perform its obligations under this Agreement.
15. FIRE DISTRICT's Representations and Warranties. In consideration of NEWHALL entering into this Agreement and as an inducement to NEWHALL to sell the Property, FIRE DISTRICT makes the following representations and warranties, each of which is material and is being relied upon by NEWHALL and the truth and accuracy of which shall constitute a condition precedent to NEWHALL's obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.

- 15.01 Power. FIRE DISTRICT has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.
- 15.02 Requisite Action. All requisite action has been taken by FIRE DISTRICT in connection with entering into this Agreement and the instruments referenced herein, and, by the Closing, all such necessary action will have been taken to authorize the consummation of this transaction. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for FIRE DISTRICT to consummate this transaction.
- 15.03 Individual Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of FIRE DISTRICT have the legal power, right and actual authority to bind FIRE DISTRICT to the terms and conditions hereof and thereof.
- 15.04 Validity. This Agreement and all documents required hereby to be executed by FIRE DISTRICT are and shall be valid, legally binding obligations of and enforceable against FIRE DISTRICT in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the right of contracting parties generally.
16. Inspection of the Site.
- 16.01 Review Period. FIRE DISTRICT shall have thirty (30) days from the date of execution of this Agreement by the parties (the "Review Period"), to examine and investigate any and all aspects of the Property as determined by the FIRE DISTRICT. Should FIRE DISTRICT discover a need for additional testing, repairs to the on-site and offsite improvements or documentation during the Review Period, then the parties shall extend the Review Period in writing for a period of time mutually acceptable to both FIRE DISTRICT and NEWHALL. FIRE DISTRICT shall have the right to terminate this Agreement for any reason in its sole discretion before the expiration of the Review Period. If the DISTRICT does not terminate this Agreement in writing before the expiration of the Review Period, the Property will be deemed to have been approved by the FIRE DISTRICT. Any costs incurred by the DISTRICT in examining and investigating the Property in accordance with this Agreement shall be at the FIRE DISTRICT's sole cost and expense.
- 16.02 Access. Anytime prior to the Closing, NEWHALL shall provide the DISTRICT with adequate opportunity to make such inspection of the Property (including an inspection for zoning, land use, environmental and other laws, regulations and restrictions and the availability of water and other utilities) as FIRE DISTRICT has, in FIRE DISTRICT's reasonable discretion, deemed necessary to determine the physical and land use characteristics of the Property (including its subsurface) and the Property's suitability for FIRE DISTRICT's anticipated use of the Property as a Fire Station. FIRE DISTRICT shall keep the Property free and clear of any mechanics' liens or materialmen's liens related to FIRE DISTRICT's examination and

investigation and FIRE DISTRICT shall protect, defend, indemnify and hold NEWHALL (and NEWHALL's general partners, agents, employees, partners, unitholders, shareholders, affiliates, officers and directors, collectively, the "Indemnitees") harmless from and against any and all losses, costs, expenses (including reasonable attorneys' fees and actually incurred court costs), claims, damages, liens and stop notices whatsoever and shall repair any and all damages to any portion of the Property arising out of or related (directly or indirectly) to FIRE DISTRICT's and/or FIRE DISTRICT's consultants conducting such inspections, surveys, tests and studies.

16.03 Testing. FIRE DISTRICT shall provide NEWHALL with written notice at least two (2) days prior to FIRE DISTRICT's entry onto the Property together with details of the scope and nature of FIRE DISTRICT's entry onto the Property and with evidence that FIRE DISTRICT and/or FIRE DISTRICT's consultants have named NEWHALL as an additional insured on FIRE DISTRICT's and/or its consultants' commercial general liability insurance policies, with a combined single limit liability amount of not less than \$2,000,000, and on its comprehensive automobile liability policy with a combined single limit of not less than \$1,000,000. All such policies shall be issued on an occurrence basis by an insurance company licensed to do business in the State of California and with a Best Insurance Guide rating of not less than A-/VIII. All such policies shall require the insurer to notify NEWHALL in writing thirty (30) days prior to cancellation, material change or non-renewal of such insurance. FIRE DISTRICT's entry onto the Property shall not unreasonably interfere with NEWHALL's use or enjoyment of the Property.

17. Condition of Property.

17.01. Condition of Property. FIRE DISTRICT understands and acknowledges that the Property may be subject to earthquake, fire, floods, erosion, highwater table, dangerous underground soil conditions, unavailability or shortages of water and other utilities and similar occurrences that may alter its condition or affect its suitability for FIRE DISTRICT's proposed use. NEWHALL has no knowledge of any such condition that would affect FIRE DISTRICT's ability to construct the Fire Station on the Property. NEWHALL shall have no responsibility or liability with respect to any such occurrence. Except as provided in Section 14, the suitability or lack of suitability of the Property for FIRE DISTRICT's proposed or intended use or availability or lack of availability of permits or approvals of governmental or regulatory authorities with respect to any such proposed or intended use of the Property, shall not affect the rights or obligations of FIRE DISTRICT under this Agreement.

17.02. AS IS: (i) With the exception of Section 14 hereof, there are no representations or warranties of any kind whatsoever, express or implied, made by NEWHALL in connection with this Agreement, the purchase of the Property by FIRE DISTRICT, the condition of the Property or whether the Property complies with applicable laws or is appropriate for FIRE DISTRICT's intended use; (ii) FIRE DISTRICT has (or has chosen not to have) fully investigated the Property and all matters pertaining thereto including without limitation, the environmental condition of the Property; (iii) FIRE DISTRICT is not relying on any statement or representation of NEWHALL, its agents or its

representatives except for the express representations and warranties set forth in Section 14 hereof; (iv) FIRE DISTRICT, in entering into this Agreement and in completing its purchase of the Property, is relying entirely on its own investigation of the Property (except for the express representations and warranties set forth in Section 14 hereof) and based on its extensive experience in and knowledge of real property in the areas where the Property is located; (v) FIRE DISTRICT is aware (or has chosen not to be aware) of all zoning regulations, other governmental requirements, site and physical conditions, and other matters affecting the use and condition of the Property; (vi) FIRE DISTRICT's decision to purchase the Property on the terms and conditions hereof is made solely and exclusively in reliance on FIRE DISTRICT's own review, inspection and investigation of the Property except for the express representations and warranties set forth in Section 14 hereof; and (vii) FIRE DISTRICT shall purchase the Property in its "as is" condition as of the date of the Closing Date.

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 14 OF THIS AGREEMENT, FIRE DISTRICT AND ANYONE CLAIMING BY, THROUGH OR UNDER FIRE DISTRICT HEREBY FULLY AND IRREVOCABLY RELEASES NEWHALL, ITS PARTNERS, ITS EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, REPRESENTATIVES, AGENTS, SERVANTS, ATTORNEYS, AFFILIATES, PARENT, SUBSIDIARIES, SUCCESSORS, AND ASSIGNS, AND ALL PERSONS, FIRMS, CORPORATIONS, AND ORGANIZATIONS IN ITS BEHALF FROM AND ANY AND ALL CLAIMS THAT IT MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST NEWHALL, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SERVANTS, ATTORNEYS, AFFILIATES, PARENT, SUBSIDIARIES, SUCCESSORS, AND ASSIGNS, AND ALL PERSONS, FIRMS, CORPORATIONS, AND ORGANIZATIONS IN ITS BEHALF FOR ANY COSTS, LOSS, LIABILITY, DAMAGE, EXPENSES, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ALL ASPECTS OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL (INCLUDING, WITHOUT LIMITATION, CONSTRUCTION DEFECTS AND LATENT AND PATENT DEFECTS IN THE IMPROVEMENTS) AND ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS RELEASE INCLUDES CLAIMS OF WHICH FIRE DISTRICT IS PRESENTLY UNAWARE OR WHICH FIRE DISTRICT DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY FIRE DISTRICT, WOULD MATERIALLY AFFECT FIRE DISTRICT'S RELEASE TO NEWHALL. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY PARTNERSHIP AND PURCHASED BY FIRE DISTRICT SUBJECT TO THE FOREGOING. FIRE DISTRICT HEREBY ACKNOWLEDGES THAT IT UNDERSTANDS THE SIGNIFICANCE AND CONSEQUENCES OF SUCH RELEASE AND FIRE DISTRICT HAS HAD AN OPPORTUNITY TO BE ADVISED BY INDEPENDENT COUNSEL REGARDING THE SAME.

FIRE DISTRICT acknowledges that it is familiar with section 1542 of the California Civil Code, which provides as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

FIRE DISTRICT hereby waives and relinquishes every right or benefit which it has or may have under section 1542 of the California Civil Code, to the full extent it may lawfully waive such right or benefit with regard to the foregoing release.

SDZ  
NEWHALL's Initials

FIRE DISTRICT's Initials

18. Indemnity. NEWHALL shall defend, indemnify, and hold FIRE DISTRICT and its elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, reasonable attorneys' fees, legal expenses and consultants' fees) related to or arising in whole or in part from the removal, eviction, vacation, or relocation of any occupant(s) of the Property, residing thereat at any time prior to the Closing.
19. Survival of Covenants. The covenants, indemnities, agreements, representations and warranties made herein are intended to survive the Closing and recordation and delivery of the Grant Deed conveying the Property to FIRE DISTRICT for a period of two years. Any claims for breach of NEWHALL's representations, warranties, indemnities, and covenants herein must be filed against NEWHALL within such two-year period or shall forever be barred.
20. Required Actions of FIRE DISTRICT and NEWHALL. FIRE DISTRICT and NEWHALL agree to execute all such instruments and documents and to take all actions pursuant to the provisions hereof in order to consummate this transaction and shall use their best efforts to effect the Closing in accordance with the provisions hereof.
21. Assignability. FIRE DISTRICT may not assign, transfer or convey this Agreement to any person or entity without the prior written consent of NEWHALL. However, FIRE DISTRICT may designate another entity controlled by the County of Los Angeles to be vestee of the Property at the Closing by delivering to NEWHALL and Escrow Holder at least five (5) days prior to the scheduled Closing a written notice of such designation. Any such designation shall not release FIRE DISTRICT from its obligations hereunder.
22. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both NEWHALL and FIRE DISTRICT.

23. California Law. This Agreement shall be construed in accordance with the internal laws of the State of California.
24. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.
25. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.
26. Interpretation. Unless the context of this Agreement clearly requires otherwise, (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.
27. Severability. This Agreement shall not be deemed severable. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, this Agreement shall be void and of no further effect.
28. Delegation of Authority. The Los Angeles County Board of Supervisors on behalf of the FIRE DISTRICT hereby delegates to its Chief Executive Officer or his designee, the authority to issue any and all approvals required by this Agreement and to execute any and all instruments necessary to consummate this transaction.
29. Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.
30. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
31. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.
32. Remedies. In the event of NEWHALL's default hereunder, FIRE DISTRICT shall so advise NEWHALL in writing of such default, and if such default is not cured within five (5) business days after NEWHALL's receipt of such notice, FIRE DISTRICT's sole and exclusive remedies shall be to either: (i) terminate this Agreement by written notice of termination to NEWHALL, whereupon NEWHALL shall have no further obligations hereunder, or (ii) bring an action for specific performance of this Agreement, which action, if brought at all, must be brought (and NEWHALL must be served with process) within thirty (30) days after the date of FIRE DISTRICT's

notice. Notwithstanding the foregoing provisions to the contrary, in the event FIRE DISTRICT purchases the Property and it is determined by a court of competent jurisdiction that NEWHALL has breached any representations, warranty described in Section 15 hereof, indemnity or covenant herein, FIRE DISTRICT may, subject to the time limitations in Section 20, recover actual damages from NEWHALL in an amount not to exceed \$25,000.

33. Covenants, Conditions and Restrictions. FIRE DISTRICT acknowledges and agrees to comply with the easements, covenants, conditions and restrictions that will be recorded as an encumbrance against the Property prior to the Closing (collectively, with any amendments thereto, the "CC&R's"). The form of CC&R's shall be substantially similar to the form of CC&R's recorded as an encumbrance against Fire Station 156. FIRE DISTRICT acknowledges and agrees that construction of a fire station on the Property is subject to compliance with the applicable provisions of the CC&R's.
34. Nonrecourse to Partners. If NEWHALL breaches this Agreement, no claim may be made by FIRE DISTRICT against any partner, officer, director, agent, employee, shareholder, unitholder, affiliate or attorney of NEWHALL or any of their respective partners (individually and collectively, "Related Parties") and no Related Parties shall have any personal liability to FIRE DISTRICT for any damages, including, without limitation, any special, indirect, consequential or punitive damages, in respect to any claim for breach of contract or any other theory of liability arising out of or related to the transaction contemplated by this Agreement or any act, omission or event occurring in connection therewith. The non-recourse provisions of this Section shall not apply to the fraud or willful misconduct of the Related Parties.

/ / / / SIGNATURE PAGE FOLLOWS / / / /

IN WITNESS WHEREOF, NEWHALL has executed this Agreement or caused it to be duly executed and this Agreement has been executed on behalf of the FIRE DISTRICT by the Chair of the Los Angeles County Board of Supervisors the day, month, and year first above written.

NEWHALL:

The Newhall Land and Farming Company (A California Limited Partnership), a California limited partnership

By: NWHL GP LLC, a Delaware limited liability company, its General Partner

By: LandSource Holding Company, LLC, a Delaware limited liability company, its Sole Member

By: Newhall Land Development, LLC, a Delaware limited liability company, its Sole Member

By: Newhall Holding Company, LLC, a Delaware limited liability company, its Manager

By: Steven D. Zimmer

Name: STEVEN D. ZIMMER  
Executive Vice President

Its: \_\_\_\_\_

FIRE DISTRICT:

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk of the Board of Supervisors

By: Lachelle Ami Thurman  
Deputy

DEC 7 2010



CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By: Mike Antonovich  
Chair, Board of Supervisors  
Los Angeles County

77447

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By: Lachelle Ami Thurman  
Deputy DEC 7 2010

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By: Andrea Sheridan Ordin  
Senior Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

56 DEC 7 2010



Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

## LIST OF EXHIBITS

- A. LEGAL DESCRIPTION OF THE PROPERTY
- A-1. PROPERTY APN PLAT MAP
- B. GRANT DEED

**Exhibit "A"**

**(Legal Description of the Property)**

Exhibit "A" to Agreement for Purchase and Sale of Real Property dated as of September 23<sup>rd</sup>, 2010, between THE NEWHALL LAND AND FARMING COMPANY (A CALIFORNIA LIMITED PARTNERSHIP), as "Seller," and the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, as "Buyer."

The real property is located in the State of California, County of Los Angeles, City of Santa Clarita and is described as follows:

[SEE ATTACHED]

EXCEPTING AND RESERVING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE REAL PROPERTY REFERRED TO ABOVE, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM SUCH REAL PROPERTY OR ANY OTHER PROPERTY, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM PROPERTIES OTHER THAN THE REAL PROPERTY REFERRED TO ABOVE, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE REAL PROPERTY REFERRED TO ABOVE, AND TO THE BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE OR OPERATE THROUGH THE SURFACE OF THE REAL PROPERTY REFERRED TO ABOVE OR THE UPPER 500 FEET OF THE SUBSURFACE OF SUCH REAL PROPERTY.

ALSO EXCEPTING AND RESERVING THEREFROM ALL WATER AND WATER RIGHTS NOW OR IN THE FUTURE OWNED BY SELLER APPURTENANT TO OR RELATED IN ANY WAY TO THE REAL PROPERTY REFERRED TO ABOVE OR USED BY SELLER IN CONNECTION WITH OR RELATED TO SUCH REAL PROPERTY (NO MATTER HOW ACQUIRED BY SELLER) TOGETHER WITH THE RIGHT AND POWER TO EXPLORE, DRILL, REDRILL, REMOVE AND STORE THE SAME FROM, UNDER OR IN THE REAL PROPERTY REFERRED TO ABOVE OR TO DIVERT OR OTHERWISE UTILIZE SUCH WATER, RIGHTS OR INTERESTS ON ANY OTHER PROPERTY OWNED OR LEASED BY SELLER AND THE RIGHT AND POWER TO CONDUCT WATER OVER OR TO STORE WATER UNDERNEATH THE REAL PROPERTY REFERRED TO ABOVE BY SUCH MEANS AS SELLER DEEMS REASONABLE. THE WATER AND WATER RIGHTS EXCEPTED AND RESERVED TO SELLER INCLUDE, BUT ARE NOT LIMITED TO, ALL RIPARIAN WATER RIGHTS, ALL APPROPRIATIVE WATER RIGHTS, ALL WATER RIGHTS AND RIGHTS TO STORE WATER IN SUBSURFACE RESERVOIRS BASED ON OVERLYING LAND OWNERSHIP, ALL LITTORAL WATER RIGHTS, ALL RIGHTS TO PERCOLATING WATER, ALL

PRESCRIPTIVE WATER RIGHTS, ALL ADJUDICATED, STATUTORY OR CONTRACTUAL WATER RIGHTS, ALL RIGHTS TO AQUIFERS, RESERVOIRS, SUBSURFACE AND SURFACE WATERS, AND ALL RIGHTS TO TAKE, USE AND DEVELOP FOR USE ANY AND ALL WATER THAT MAY NOW EXIST OR MAY IN THE FUTURE EXIST UPON, IN OR UNDER THE REAL PROPERTY REFERRED TO ABOVE WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE OR OPERATE THROUGH THE SURFACE OF THE REAL PROPERTY REFERRED TO ABOVE OR THE UPPER 50 FEET OF THE SUBSURFACE OF SUCH REAL PROPERTY.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PROPOSED FIRE STATION NO. 104**

That portion of the Rancho San Francisco, in the City of Santa Clarita, County of Los Angeles, State of California, as shown on map recorded in Book 1, pages 521 and 522, of Patents, Records of said County, described as follows:

**Commencing** at the intersection of the southerly line of Newhall Ranch Road and the northerly boundary of Tract No. 53425-01 filed in Book 1326 pages 1 through 15, inclusive, of Maps, Records of said County, said southerly line shown on said map as having a radius of 3261.00 feet and a delta of 04°24'45";

Thence westerly along said northerly line North 81°36'46" West 379.91 feet to the northerly line of said Newhall Ranch Road as shown on said map of Tract No. 53425-01, said point being on a curve concave northwesterly having a radius of 3119.00 feet, a radial line through said point bears North 10°21'32" West;

Thence leaving said northerly line and northeasterly along said curve through a central angle of 01°42'31" an arc distance of 93.01 feet to the beginning of a tangent reverse curve concave southeasterly having a radius of 295.00 feet;

Thence easterly along said curve through a central angle of 12°15'05" an arc distance of 63.08 feet to the beginning of a tangent reverse curve concave northerly having a radius of 227.00 feet;

Thence easterly along said curve through a central angle of 14°26'09" an arc distance of 57.19 feet to the beginning of a tangent compound curve concave northwesterly having a radius of 3133.00 feet;

Thence northeasterly along said curve through a central angle of 03°33'56" an arc distance of 194.97 feet;

Thence tangent to said curve North 72°10'57" East 1171.92 feet to a point in the southeasterly boundary of the land of Castaic Lake Water Agency as shown on map filed in Book 121 pages 44 through 47, inclusive, of Record of Survey, Records of said County;

Thence North 72°10'57" East 242.90 feet;

Thence North 17°49'03" West 2.42 feet;

Thence North 72°11'09" East 133.45 feet;

Thence South 17°49'03" East 2.42 feet;

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Thence North  $72^{\circ}10'57''$  East 72.92 feet to the beginning of a tangent curve concave southeasterly having a radius of 1958.00 feet;

Thence northeasterly along said curve through a central angle of  $17^{\circ}25'44''$  an arc distance of 595.61 feet;

Thence non tangent to said curve North  $47^{\circ}30'56''$  East 17.43 feet;

Thence South  $88^{\circ}59'36''$  East 35.04 feet;

Thence North  $01^{\circ}00'24''$  East 11.00 feet;

Thence South  $88^{\circ}59'36''$  East 35.04 feet;

Thence South  $45^{\circ}30'21''$  East 17.43 feet to a point on a curve concave southwesterly having a radius of 1969.00 feet, a radial line through said point bears South  $02^{\circ}23'40''$  West;

Thence southeasterly along said curve through a central angle of  $11^{\circ}43'04''$  an arc distance of 402.69 feet to the beginning of a tangent compound curve concave southwesterly having a radius of 358.00 feet;

Thence southeasterly along said curve through a central angle of  $09^{\circ}37'41''$  an arc distance of 60.16 feet to the beginning of a tangent reverse curve concave northeasterly having a radius of 517.00 feet;

Thence southeasterly along said curve through a central angle of  $06^{\circ}14'33''$  an arc distance of 56.33 feet to the beginning of a tangent reverse curve concave southwesterly having a radius of 1961.00 feet;

Thence southeasterly along said curve through a central angle of  $01^{\circ}38'33''$  an arc distance of 56.21 feet to the **True Point of Beginning**;

Thence continuing southeasterly along said curve through a central angle of  $05^{\circ}12'37''$  an arc distance of 178.33 feet to the beginning of a tangent reverse curve concave northwesterly having a radius of 25.00 feet;

Thence northeasterly along said curve through a central angle of  $87^{\circ}14'14''$  an arc distance of 38.06 feet;

Thence tangent to said curve North  $27^{\circ}06'48''$  East 60.08 feet to the beginning of a tangent curve concave southeasterly having a radius of 2149.00 feet;

Thence northeasterly along said curve through a central angle of  $14^{\circ}13'22''$  an arc distance of 533.46 feet;

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Thence North 50°09'09" West 18.67 feet to the beginning of a non tangent curve concave southwesterly having a radius of 110.00 feet, a radial line through said point bears South 40°45'06" West;

Thence northwesterly along said curve through a central angle of 21°43'46" an arc distance of 41.72 feet to the beginning of a tangent reverse curve concave northeasterly having a radius of 212.00 feet;

Thence northwesterly along said curve through a central angle of 17°47'59" an arc distance of 65.86 feet;

Thence tangent to said curve North 53°10'41" West 59.92 feet to a point on a curve concave northwesterly having a radius of 1328.00 feet, a radial line through said point bears North 67°01'09" West;

Thence southwesterly along said curve through a central angle of 02°33'37" an arc distance of 59.34 feet to the beginning of a tangent compound curve concave northwesterly having a radius of 1027.00 feet;

Thence southwesterly along said curve through a central angle of 12°35'52" an arc distance of 225.81 feet;

Thence tangent to said curve South 38°08'20" West 239.84 feet to the beginning of a tangent curve concave southeasterly having a radius of 201.00 feet;

Thence southwesterly along said curve through a central angle of 17°45'12" an arc distance of 62.28 feet;

Thence tangent to said curve South 20°23'08" West 19.35 feet to the beginning of a tangent curve concave northwesterly having a radius of 49.00 feet;

Thence southwesterly along said curve through a central angle of 62°49'17" an arc distance of 53.73 feet to the **True Point of Beginning**.

Containing 2.36 Acres, more or less



*Michael A. Kennada*  
1-22-09

EXHIBIT "A"  
EXHIBIT MAP  
FIRE STATION 104



*Michael A. Kennada*

1-22-09

RS 121-44-47

SCALE: 1" = 300'

N10°21'32"W  
(RAD.)

A PORTION OF  
RANCHO SAN FRANCISCO

TRACT NO. 53425-01  
MB 1326-1-15

NEWHALL RANCH

ROAD

SANTA CLARITA PARKWAY

N 81°36'46" W 3324.11'

POC

N 72°10'57" E 1171.92'

N 21°56'31" E 422.63'

DETAIL "A"

SEE  
DETAIL "A"

SHEET 2

N 30°00'00" E 2304.95'

198.17'

TRACT NO. 53425-03  
MB 1343-1-38

LINE	DIRECTION	LENGTH
L1	N81°36'46"W	379.91'
L2	N21°15'20"E	453.78'
L3	N72°10'57"E	72.92'
L4	N72°10'57"E	242.90'
L5	N17°49'03"W	2.42'
L6	N72°11'09"E	133.45'
L7	S17°49'03"E	2.42'

CURVE	DELTA	RADIUS	LENGTH
C1	1°42'31"	3119.00'	93.01'
C2	12°15'05"	295.00'	63.08'
C3	14°26'09"	227.00'	57.19'
C4	3°33'56"	3133.00'	194.97'
C5	17°25'44"	1958.00'	595.61'



**HUNSAKER & ASSOCIATES**  
**LOS ANGELES, INC**  
PLANNING • ENGINEERING • SURVEYING  
26074 Avenue Hall, Suite #22 • Valencia, CA 91355  
PX: (661) 294-9890 • PH: (661) 294-2211

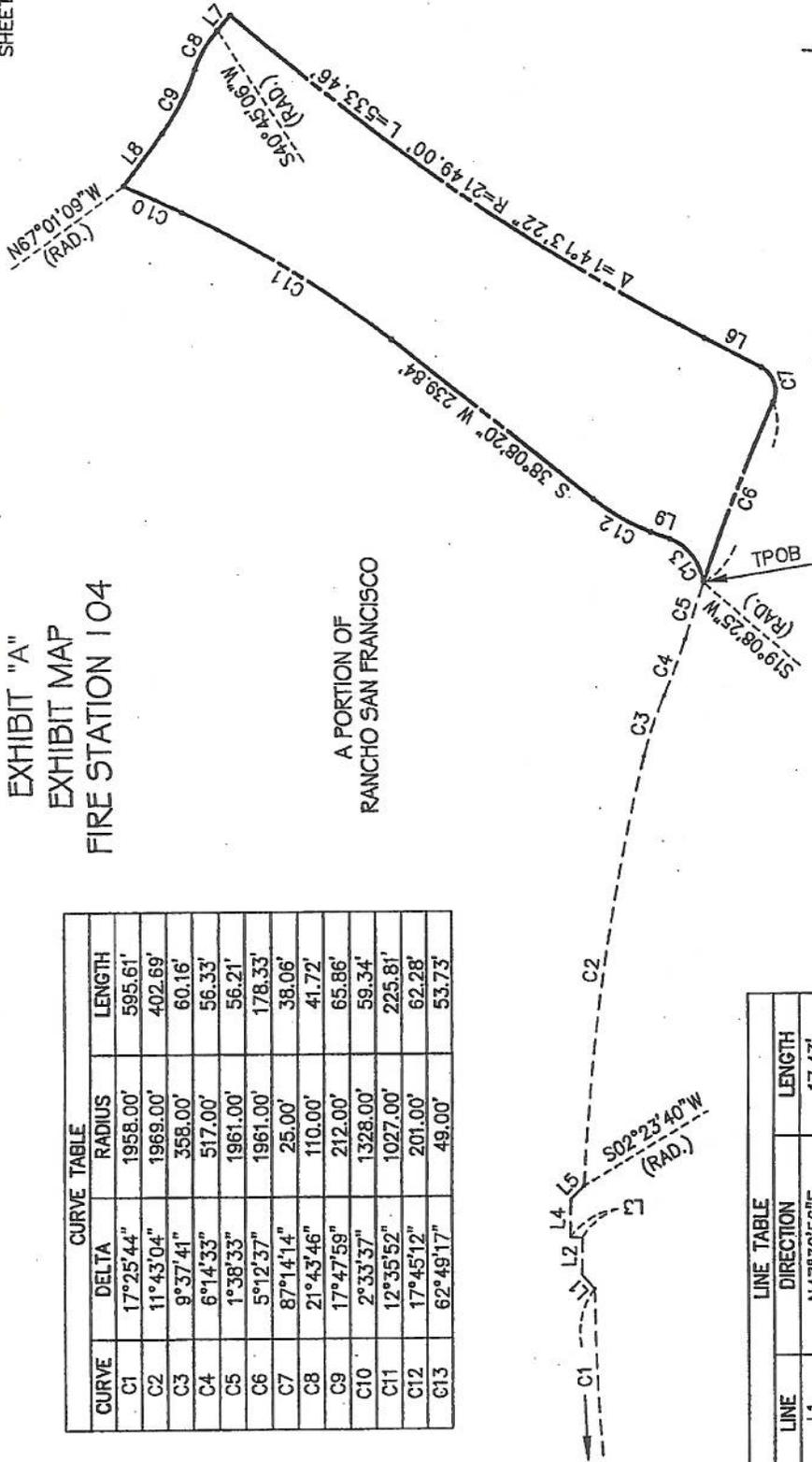
EXHIBIT "A"  
EXHIBIT MAP  
FIRE STATION 104

A PORTION OF  
RANCHO SAN FRANCISCO

CURVE TABLE		
CURVE	DELTA	LENGTH
C1	17°25'44"	595.61'
C2	11°43'04"	402.69'
C3	9°37'41"	60.16'
C4	6°14'33"	56.33'
C5	1°38'33"	56.21'
C6	5°12'37"	178.33'
C7	8°14'14"	38.06'
C8	21°43'46"	41.72'
C9	17°47'59"	65.86'
C10	2°33'37"	59.34'
C11	12°35'52"	225.81'
C12	17°45'12"	62.28'
C13	62°49'17"	53.73'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N47°30'56"E	17.43'
L2	S88°59'36"E	35.04'
L3	N01°00'24"E	11.00'
L4	S88°59'36"E	35.04'
L5	S45°30'21"E	17.43'
L6	N27°06'48"E	60.08'
L7	N50°09'09"W	18.67'
L8	N53°10'41"W	59.92'
L9	S20°23'08"W	19.35'

SEE SHEET 1



SCALE: 1" = 150'



**HUNSAKER & ASSOCIATES**  
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**Exhibit "A-1"**

**(Depiction of the Property)**

Exhibit "A-1" to Agreement for Purchase and Sale of Real Property dated as of September 23<sup>rd</sup>, 2010, between THE NEWHALL LAND AND FARMING COMPANY (A CALIFORNIA LIMITED PARTNERSHIP), as "Seller," and the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, as "Buyer."

[SEE ATTACHED]



**Exhibit "B"**

**(Form of Grant Deed)**

Exhibit "B" to Agreement for Purchase and Sale of Real Property dated as of September 23<sup>rd</sup>, 2010, between THE NEWHALL LAND AND FARMING COMPANY (A CALIFORNIA LIMITED PARTNERSHIP), as "Seller," and the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, as "Buyer."

[SEE ATTACHED]

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary Transfer Tax is set forth in a separate statement that is not part of the public record.

**GRANT DEED**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, THE NEWHALL LAND AND FARMING COMPANY (A California Limited Partnership), a California limited partnership ("Grantor"), hereby grants to the Consolidated Fire Protection District of Los Angeles County, a special district under California law ("Grantee"), all that certain real property located in the County of Los Angeles, State of California, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

This grant and conveyance is made and accepted subject to:

1. All general and special real property taxes and assessments that are not delinquent, including supplemental taxes assessed as a result of this conveyance; and
2. All other covenants, conditions and restrictions and other encumbrances, easements, limitations, reservations, rights, charges, equitable servitudes and other matters of record that were recorded prior to the recordation of this Grant Deed in the Office of the Los Angeles County Recorder.

(Signature of Grantor Follows Immediately)

IN WITNESS WHEREOF, this Grant Deed has been executed this \_\_\_ day of \_\_\_\_\_, 2010.

NEWHALL:

The Newhall Land and Farming Company  
(A California Limited Partnership),  
a California limited partnership

By: NWHL GP LLC, a Delaware limited  
liability company, its General Partner

By: LandSource Holding Company, LLC,  
a Delaware limited liability company, its  
Sole Member

By: Newhall Land Development, LLC, a  
Delaware limited liability company, its Sole  
Member

By: Newhall Holding Company, LLC, a  
Delaware limited liability company, its  
Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_